

U.S. Army Corps of Engineers (USACE)  
**RETENTION AND ENHANCED RETENTION INCENTIVES SERVICE AGREEMENT**

The proponent agency is CEHR-E.

**SECTION I - AUTHORITY**

Chapter 57, subchapter IV, of Title 5, United States Code (U.S.C.), and part 575 of Title 5, Code of Federal Regulations (CFR), establish the conditions for, and authorize the payment of, recruitment, relocation, and retention incentives to Federal Employees. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

**Management is exercising authority to provide this incentive under: (Select One)**

5 CFR, 575.301 - High or unique qualifications of the employee or a special need of the agency to retain employee AND that employee would be likely to leave Federal service in the absence of an incentive.

-OR-

5 CFR 575.315 - Essential to retain the services of the employee during a period of time prior to base closure or organizational relocation AND the employee would be likely to leave for a different position in the Federal service in the absence of a retention incentive. The USACE organization to which the employee is likely to leave: 1.

**SECTION II - AGREEMENT**

1. Based on a specific schedule of payments, \_\_\_\_\_<sup>2</sup> agrees to pay a retention incentive of \_\_\_\_\_<sup>3</sup> of basic pay, including locality or special rate, subject to the conditions stated in this document.

2. Employee (*Last, First, MI*)

3. Position (*Pay Plan/Series/Level*)

4. Title

**SECTION III - PERIOD OF SERVICE**

1. Length of Service Period<sup>4</sup>

2. Begin Date<sup>5</sup>

3. End Date<sup>6</sup>

4. Additional Terms or Conditions<sup>7</sup>

<sup>1</sup> MSC Division, District, Laboratory, etc. authorizing retention or enhanced retention incentive payments.

<sup>2</sup> MSC Division, District, Laboratory, etc. authorizing retention or enhanced retention incentive payments.

<sup>3</sup> Authorized percentage

<sup>4</sup> Minimum is six (6) months (0.50 years) / maximum four (4) years.

<sup>5</sup> First day of the first full pay period in the service period.

<sup>6</sup> Last day of the last full pay period in the service period.

<sup>7</sup> For example - *The employee must work a full-time work schedule; or perform a specified set of duties*

**SECTION IV - INCENTIVE CALCULATION**

Individual retention incentives may be authorized for up to 25 percent (or up to 10 percent for group incentives) of basic pay earned in the full service period. The incentives may be authorized as a lump-sum payment or earned in installments with each payment covering one or more pay periods. Complete the following payment schedule, if applicable, to record the date and corresponding monies for each installment. Variable percentages lower than the full percentage specified for the employee may be used for installments, with any accrued unpaid portion paid with the final installment on the completion of the full service period. Reference 5 CFR 575.309(e)(1) for OPM waiver procedures of percentages above 25%.

Payment Schedule (*Installments - paid on completion of service for pay period ending*)

a. Date  %	b. Date  %	c. Date  %
<b>(only if lower than full percentage)</b>		
d. Date  %	e. Date  %	f. Date  %
g. Date  %	h. Date  %	i. Date  %
j. Date  %	k. Date  %	l. Date  %

**SECTION V - CREDITABLE SERVICE**

Authorized management officials will determine how periods of time on detail in a paid leave or non-pay status are creditable towards completion of the service period. The originally projected service completion date must be extended by the total amount of such time that is not creditable. As provided by 5 CFR 353.107, absence because of uniformed service or compensable injury is considered creditable toward the required service period upon reemployment.

**SECTION VI - TERMINATION**

This agreement must be terminated if the employee is demoted or separated for cause, receives a rating of record of less than "Fully Successful" or equivalent or otherwise fails to fulfill the terms of this service agreement.

When this agreement is terminated on the grounds described above, the employee is entitled to retain incentive payments previously paid which are attributable to the completed portion of the service period. However, if the employee received incentive payments which are less than the amount attributable to the completed portion of the service period, the U.S. Army Corps of Engineers is not obligated to pay any additional amounts attributable to the completed service.

This agreement may be terminated by an authorized management official before the employee completes the agreed-upon service based solely on the management needs of the U.S. Army Corps of Engineers. Such instances may include when the employee's position is affected by a reduction in force, when conditions no longer warrant payment at the level originally approved or, if at all or when USACE assigns the employee to a position outside the coverage of this agreement. If the agreement is terminated based solely on a management need, the employee is entitled to retain all incentive payments already received which are attributable to the completed service and to receive any portion of a retention owed by USACE for completed service. A decision to terminate the service agreement may not be grieved or appealed incentive payments attributable to completed service.

**SECTION VII - SIGNATURE OF AGREEMENT**

1. Employee's Name	2. Date	3. Employee's Signature
4. Approving Official's Name	5. Date	6. Approving Official's Signature

*This information is subject to the Privacy Act of 1974, as amended. Part 575 of Title 5, Code of Federal Regulations, requires the use of a service agreement to support employer payments of recruitment or relocation incentives. Providing information and signing this agreement is voluntary but failure to provide the requested information or to sign this agreement will preclude the authorization of such payments on your behalf. If will not, however, affect your being appointed to a position offered by the U.S. Army Corps of Engineers. The use of the information involved with this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resources staff and equal employment opportunity staffs to make payments and ensure equitable treatment. There are no additional uses that may be made of the information collected.*